



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

REQUEST FOR PROPOSAL NO. 0002/SC/05

**SPECIFICATIONS, TERMS & CONDITIONS
for
CITRIX ARCHITECTURE**

**PRE-PROPOSAL CONFERENCE
AND
PROPOSAL DUE DATE AND TIME
NOTED IN SECTION 2.1**

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I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body and General Intent

The Superior Court of California, County of Alameda (“Court”) is issuing this Request for Proposal (“RFP”) to provide the Court with competitive bids for a Citrix architecture to be installed in the Office of Information Technology (OIT) location. The system must also have the capability to interact with other Court sites.

1.2 RFP Layout and Sections

This RFP is laid out in sections as follows:

1. Introduction – Summary of the Intended Procurement
2. Procurement and Evaluation Process
3. Proposal Format and Content
4. Statement of Work
5. General Conditions
6. Attachments

1.3 Project Overview

The Court is requesting proposals from highly qualified vendors with expertise in providing a consolidated, secure, and centralized access architecture to its current systems and applications.

The Court intends to award a contract to a vendor that is able to install a centralized access architecture , provide the necessary support staff to install and test the system and provide training to court personnel on use of the system, as further described in Section IV of this RFP. However, the Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP issuance through notice of contract award. All deadlines are subject to change at the Court's discretion.

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>	<u>Time</u> (if applicable)
1	Issue RFP	November 14, 2005	
2	Pre-Proposal Conference (See 2.2 for Location)	December 6, 2005	10:00 a.m.
3	Deadline for Requests for Clarifications or Modifications (See 2.3)	December 13, 2005	5:00 p.m.
3	Addendum Issued (See 2.3)	December 15, 2005	5:00 p.m.
4	Deadline for Proposals (See 2.4)	December 27, 2005	4:30 p.m.
5	Negotiations (See 2.8)	To be arranged	
6	Notice of Intent to Award (estimated date)	January 3, 2006	
8	Notice of Award (estimated date)	January 10, 2006	

The RFP and any addenda that may be issued will be available on the following website:

<http://www.alameda.courts.ca.gov/courts/> ("Courtinfo website")

2.1.1 Contact List and Addresses

Submittal Address:	Superior Court of California, County of Alameda Finance Bureau 1225 Fallon Street, Room 210 Oakland, CA 94612
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Procurement Manager: Linda Salcido
Finance Bureau
Superior Court of California,
County of Alameda
Rene C. Davidson County Courthouse
1225 Fallon Street, Room 210
Oakland, CA 94612

Fax: 510 891-5568
Email:
biddersquestions@alameda.courts.ca.gov

Assistant Court Executive: Joanne Lederman
Finance Bureau
Superior Court of California,
County of Alameda
Rene C. Davidson County Courthouse
1225 Fallon Street, Room 209
Oakland, CA 94612

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. **Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.**

If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

2.1.3 Proposal Preparation Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested

by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Pre-Proposal Conference

A pre-proposal conference to answer questions related to this RFP will be held on the date and at the time specified in Section 2.1. The location of the pre-proposal conference is stated below:

Superior Court of California, County of Alameda
Rene C. Davidson County Courthouse
1225 Fallon Street, Conference Room 105
Oakland, CA 94612

The Court will prepare a summary of questions and answers from the pre-proposal conference, as an addenda, which will be posted on the Courtinfo website. Written questions submitted prior to the pre-proposal conference, in accordance with the Procurement Schedule, and verbal questions received at the pre-proposal conference, will be addressed whenever possible at the pre-proposal conference. All questions will be addressed and the list of attendees will be included in an RFP addendum following the pre-proposal conference in accordance with the Procurement Schedule. Further questions will not be answered after the pre-proposal conference is held.

Failure to participate in the pre-proposal conference will in no way relieve a vendor awarded a contract as a result of this RFP from furnishing goods and/or services required in accordance with the specifications, and terms and conditions set forth herein. Attendance at the bidders conference is strongly encouraged and recommended, but is not mandatory.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Vendors interested in responding to the solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in Section V, to the Procurement Manager. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted in writing to the Procurement Manager listed in Section 2.1.1 no later than the date specified in Section 2.1, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Procurement Manager will post a copy of the questions and the Court's responses on the Courtinfo website.

If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Procurement Manager listed in Section 2.1.1 written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the Courtinfo website.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with Court Employees

Except as specifically set forth in this RFP, vendors are specifically directed NOT to contact any Court employee or Court consultant for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court employee or consultant may be cause for rejection of the vendor's response.

2.3.4 RFP Addenda

The Court may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the Courtinfo website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Procurement Manager listed in Section 2.1.1 no later than three (3) business days following the date the addendum is posted on the Court's website.

Proposer's prices offered shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the proposal to include all addenda issued in any resulting contract.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

One (1) unbound original of the proposal and four (4) bound hard copies of the proposal must be received no later than the Proposal Due Date and time specified in Section 2.1 (the "Proposal Closing Time") at the address listed in Section 2.1.1 for the Submittal Address. All proposals must be submitted in double envelopes that are sealed. The outside envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, the proposer's name, and return address.

Proposals are to be addressed as indicated below:

Citrix Architecture
RFP No. 0002/SC/05
Superior Court of California
County of Alameda
Rene C. Davidson County Courthouse
Finance Bureau
1225 Fallon Street, Room 210
Oakland, CA 94612

Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Closing Time. Late proposals will not be considered.

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material. No telegraphic or facsimile proposals will be considered.

All proposals, whether delivered by an employee of the vendor, U.S. Postal Services, courier or package delivery service must be received and time stamped at the Submittal Address stated in Section 2.1.1 prior to the Proposal Closing Time. The Court's Finance Bureau's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

Vendor agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of its proposal.

All information regarding the vendor's proposals will be held confidential until an award has been made. Vendors that have submitted a proposal will be mailed award/non-award notification(s).

2.4.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing and received by the Court prior to the Proposal Closing Time.

A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Procurement Manager listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner, oral or written, will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.4.3 Mistake in Proposal

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Procurement Manager listed in Section 2.1.1 in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the Court may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The Court may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

2.4.5 Authorized Signatures, Validity Period of Proposals

Proposals must include the vendor name, address, telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, and telephone number of the individual who is the proposer's designated representative.

Proposals will be valid for one-hundred and eighty (180) days after the Proposal Due Date specified in Section 2.1 ("Proposal Validity Date"). In the event a final contract has not been awarded by the date specified in Section 2.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

2.4.6 Knowledge of Requirements

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will post addenda and clarifications to the Courtinfo website; however, it is the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

2.4.7 Independence of Proposal and Joint Proposals

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of the Court with a view toward securing award of or securing favorable treatment with respect to

any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and screen all proposals submitted according to the minimum qualifications set forth in Section 2.6.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.7.

2.5.2 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 2.6, or have not scored adequately in relation to other proposals to warrant further consideration. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal. The Court’s waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the Court may consider the proposer’s restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for award.

The Court reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach an agreement. If no agreement is reached, the Court can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

2.5.3 Evaluation of Cost Sheets

All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

2.5.4 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The Court may require a proposer's representative to answer questions during the evaluation process with regard to the vendor's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.6 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of vendor and any proposed subcontractors):

No.	Minimum Qualifications
1	Revenue greater than one million dollars (\$1,000,000) per year for each of the last five (5) years.
2	Five (5) or more years experience working with government entities/public sector customers.
3	Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and

	neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference <u>Exhibit A</u> , Vendor Certification Form).
4	Dunn and Bradstreet rating of 6 or lower, as required in <u>Section 3.7</u> .
5	Vendor must be able to meet the insurance requirements and provide a Performance Bond, as required in <u>Section 3.11</u> .

The proposer must state specifically in its Executive Summary (see Section 3.1) how it complies with each minimum qualification specified above. Subject to the Court's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

2.7 Evaluation Criteria

The Court will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the Court's requirements as set forth in this RFP.

As a result of this RFP, the Court intends to award a contract to the responsible bidder whose response conforms to the RFP and whose bid presents the best value to the Court, all evaluation criteria considered. The Court may award a contract of higher qualitative competence over the lowest priced response.

The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

Bid Requirements	Maximum Points
1. Receipt of Bid	Pass/Fail
2. Responsiveness of Bid	Pass/Fail
3. Project Plans	40
4. Experience on Similar Projects	10
5. Staff	10
6. References	10
7. Interview Presentation	10
8. Cost	20
TOTAL Points Available	100

2.8 Interviews and Negotiations

2.8.1 Interviews

Following the initial screening of proposals, the Court reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.8.2 Negotiations

If the Court desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the Court enters into negotiations and no agreement is reached, the Court can negotiate with the other proposers or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

2.8.3 Payment

Payment terms will be specified in any contract that may ensue as a result of this solicitation document. THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES. Payment is normally made based upon completion of tasks as provided in the agreement between the Court and any selected vendor.

2.8.4 News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a vendor without the prior written approval of the Assistant Court Executive Officer noted in Section 2.1.1.

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a contract in accordance with the Statement of Work in Section IV and the General Conditions in Section V, provide a certificate of insurance in conformance with the requirements set forth in Exhibit C, Insurance Requirements for Professional Services Contract, and provide a Performance Bond as required in Section 3.11. The period for execution of the contract may be changed by mutual agreement of the parties. Contracts are not effective until signed by both parties.

2.10 Protest Procedures

2.10.1 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time. The protestor shall have exhausted all administrative remedies, such as those specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; and Section 2.3.4, RFP Addenda, as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.10.2 After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the Court has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.

2.10.3 Form of Protest

A vendor who is qualified to protest should submit the protest to the Procurement Manager at the address noted in Section 2.1.1.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

2.10.4 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the Court may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal

the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.5 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

2.10.6 Appeals Process

The Procurement Manager's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court's Assistant Court Executive noted in Section 2.1.1 within five (5) calendar days of the issuance of the Procurement Manager's decision. The justification for appeal is limited to: facts and/or information related to the protest, as previously submitted, that was not available at the time the protest was originally submitted; or (2) the decision of the Procurement Manager was in error of law or regulation. The request for appeal shall include: (1) the name, address telephone and facsimile numbers of the vendor filing the appeal or their representative; (2) a copy of the Procurement Manager's decision; (3) the legal and factual basis for the appeal; and (4) the ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal. Upon receipt of a request for appeal, the Court's Assistant Court Executive will review the request and the decision of the Procurement Manager and shall issue a final determination. The decision of the Court's Assistant Court Executive shall constitute the final action of the Court.

2.10.7 Protest Remedies

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s) on the Court. The Court may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-compete the contract;

- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

Failure of a vendor to comply with the protest procedures will render a protest untimely and inadequate and may result in rejection thereof. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

End of Section II

III. PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

3.1 Executive Summary

Proposals shall include an Executive Summary that includes the following information:

- a) The official name of the vendor submitting the proposal;
- b) The vendor's organizational structure (e.g. corporation, partnership, limited liability company, etc.);
- c) The jurisdiction in which the vendor is organized and the date of such organization;
- d) The address of the vendor's headquarters and of any local office involved in the bid quotation;
- e) The vendor's Federal Tax Identification Number;
- f) The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the Court, with regards to the vendor's proposal, with authorization to make representations on behalf of and to bind the vendor, as required in Section 2.4.5;
- g) A representation that the vendor is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP;
- h) A statement regarding the Validity Period, as required in Section 2.4.5;
- i) A statement describing how the vendor complies with the minimum qualification requirements, as set forth in Section 2.6;

3.2 Title Page and Table of Contents

The proposal shall include a Title Page that shows the RFP number and title, the vendor name and address, name of the contact person (for all matters regarding the submitted proposal), telephone number and quotation date.

The proposal shall include a table of contents listing the individual sections of the quotation and their corresponding page numbers. Tabs should separate each of the individual sections.

3.3 Letter of Transmittal

The proposal shall include a description of vendor's approach in providing its services to the Court in one or two pages, stating its understanding of the work to be done and a positive commitment to perform the work as specified.

3.4 Documentation and Statements

Proposals shall include the following:

- a) Vendor's response to the requirements set forth in Section IV, Statement of Work.
- b) Complete documentation for the number of support staff required to adequately perform the projected workload for the Berkeley Courthouse location.
- c) Statement that the vendor is financially capable of supporting its operations throughout the installation, testing and acceptance period of the project, including a minimum of sixty (60) days prior to vendor receiving the Court's first payment for services provided after the first invoice is submitted. Payment will be made pursuant to the Invoicing and Payment provisions set forth in the General Conditions (see Section V).
- d) Financial Statements as required in Section 3.7.
- e) A statement regarding Acceptance of Terms, as required in Section 3.13.
- f) All submittals and Exhibits, as required in Section 3.12.
- g) Note that it is not required that the applicant's headquarters be situated within Alameda County.

3.5 Description of the Proposed Equipment and Services

Proposals shall include a description of the vendor's methodology and plan to install, test and maintain the proposed products and services, including a project schedule and response times. The description must: (1) specify how the services in the proposal will meet or exceed the requirements of the Court; (2) explain any special resources, procedures or approaches that make the services of vendor particularly advantageous to the Court; and (3) identify any limitations or restrictions of vendor in providing the services that the Court should be aware of in evaluating its response to this RFP.

Proposals shall include a description of the proposed equipment/system, as it will be configured and installed. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the Court and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the Court should be aware of in evaluating the quotation.

Additionally, the description shall describe all product warranties provided by vendor.

3.6 Budget and Cost Estimates – Bid Form Exhibit B

The vendor must specify in this section a cost breakdown showing the total maximum cost to the Court for this project. The budget shall be presented with the understanding that it includes all costs to provide a turnkey solution, as required in Section IV (Statement of Work), will be final and the actual costs billed to the Court will not exceed the budgeted amount. The budget must include the basis for the cost breakdown (e.g. hourly rates for specific job activities and estimated number of hours). Vendor's proposed cost shall be inclusive of overhead and incidental expenses. should be specifically identified along with a full schedule of billing rates.

Along with the cost data outlined above, the vendor shall indicate the basis and method of billing the Court as the project proceeds.

3.7 Financial Statements

Responses must include vendor's most recent Dun & Bradstreet Supplier Evaluation Report. For information on how to obtain a Supplier Evaluation Report, contact Dun & Bradstreet at 1-866-719-7158 or www.dnb.com.

Vendor's Financial Stability will be based on its Dun & Bradstreet rating. Vendor must receive a Dun and Bradstreet rating of six (6) or lower. If vendor's

rating is seven (7) or higher it will receive a fail rating of Financial Stability and their response will receive no further consideration.

3.8 Key Personnel - Qualifications and Experience

Responses shall include a complete list of all key personnel associated with providing the requested services of this RFP. This list must include all key personnel who will provide services to Court and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:

- a) the person's relationship with vendor, including job title and years of employment with vendor;
- b) the role that the person will play in connection with the RFP;
- c) address, telephone, fax numbers, and e-mail address of the individual;
- d) the person's educational background;
- e) the person's relevant experience; and
- f) relevant awards, certificates or other achievements.

This section of the bid response should include no more than two pages of information for each listed person.

3.9 References, Exhibit D1 and D2 and Other

The proposal shall include a list of four (4) current and four (4) former clients of the vendor on Exhibits D1 and D2, attached hereto. References must be satisfactory as deemed solely by Court. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

Reference information shall include:

- Company/Agency name
- Contact person (name and title), contact person is to be someone directly involved with the services
- Complete street address
- Telephone number
- Type of business
- Dates of service

The Court may contact some or all of the references provided in order to determine vendor's performance record on work similar to that described in this request. The Court reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

3.10 Bid Form, Exhibit B

Proposal must include itemized pricing for each of the following options: (a) outright purchase; (b) installment purchase with seller financing, including interest rate and all material financing terms; (c) operating lease for a one-year, three-year or five-year period; and (d) finance lease for a one-year, three-year or five-year period.

Pricing for services shall include: (a) fixed annual or monthly cost; and (b) payment of time and materials charges.

3.11 Evidence of Insurance and Performance Bond

Proposal must include Certificates of Insurance as required per the attached Exhibit C from a reputable insurer evidencing all coverages required for the term of the contract or any contract that may be awarded pursuant to this RFP.

Written evidence of vendor's ability to obtain from a reputable bond company a performance bond in the amount of vendor's proposed purchase price and installation of the equipment/system.

3.12 Required Submittals/Exhibits

- Exhibit A, Vendor Certification Form
- Exhibit B, Bid Form
- Exhibit C, Insurance Requirements
- Exhibit D-1, Current References
- Exhibit D-2, Former References
- Exhibit E, Vendor Exceptions

3.13 Acceptance of Terms

The vendor's proposal ***must include a statement*** as to whether the vendor accepts the General Conditions in Section V or whether the vendor takes any exception to those terms. The vendor will be deemed to have accepted such terms and conditions, except as is expressly called out in the vendor's proposal. If exceptions are taken, vendor must submit a "redlined" version of the term or condition showing all modifications proposed by the vendor. The vendor must provide an explanation as to why the modification is required. The vendor's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the vendor's proposal.

Although the Court will consider alternate language proposed by a vendor, the Court will not be bound by contract language received as part of a prospective vendor's response. If the proposer requires that the Court be bound by some or all of the vendor's proposed contract language, the proposal may be considered non-responsive and may be rejected.

End of Section III

IV. STATEMENT OF WORK

4.1 Description of Products and Services to be Provided

An initial assessment of our current environment was made by By The Bell consulting to help establish the benefits and costs for introducing centralized access architecture to the Court. The assessment identifies the deficiencies in the current computing environment as well as the productivity gains that the Court hopes to gain from a centralized architecture. This assessment should be the basis for a more in depth analysis of our computing and network environment and the basis for a clearly articulated target environment under Citrix that meets the needs of the Superior Court.

As a result of this assessment, we expect the following:

1. Design Document for the Target Citrix Environment

The target environment should be described from the standpoint of the network, hardware and software and should be based on the requirements of the Superior Court. The design should address issues like security, centralized diagnosis, automated application delivery and support, controlled but easy access by external agencies, remote access for court employees as well as tools and standards for monitoring and managing performance and response rates.

The design document should identify hardware and software tools that will be required and should include the design of the user desktop where the applications will be integrated.

2. Migration Plan

Provide a picture of the current environment and the target architecture and explain all the components that will need to change, what will be eliminated and what will be consolidated from the point of view of both hardware and software and the network.

A plan that details how we move from the current to the new will be important. The plan should address the consolidation of servers where applicable, the impact on our storage area network if any, any additional capacity requirements for both data storage and network bandwidth and the calculated introduction of thin clients.

3. Support Plan

Provide details on what it would take to support the target environment. Staffing skills and head count, growth and capacity projections, future expansion and extensions should all be taken into account. The training requirements for staff should also be addressed.

4.2 Construction and Deployment

It is important to the Court not to disrupt the production systems during deployment. It is therefore very important that deployment be staged in phases and in a totally different environment from production. Court expects the following deliverables in this phase.

1. Construction of a pilot Citrix environment that can run parallel to the production environment.

The pilot environment will serve a dual purpose. It will serve as a proof of concept that will demonstrate that the proposed target environment will work for Court. Once proven, a designated group of users will be migrated to this environment as a pilot for a specified period of time.

Designated Alameda County staff will determine the applications that will be included in the pilot environment. The configuration of the pilot environment should include a server farm, a storage area network, both thin-clients and intelligent workstations, mobile laptops for use by employees at home or at other business sites and client stations outside the Court network e.g. outside agency partners.

The pilot should demonstrate its ability to address effectively requirements such as security, recovery, fail-over, problem diagnosis, monitoring and tuning, ease of administration, ease of use for the end-users and stability.

2. Phased Implementation Plan

Using the experience and lessons gleaned from the pilot, an implementation plan must be delivered that will identify all the hardware, software and business applications that will moved to the Citrix environment. A clear and realistic schedule will be submitted to Court and upon approval executed.

The plan should include both the purchase and inclusion of new hardware as well as the consolidation and migration of existing hardware to the Citrix umbrella.

3. Security Plan

A document describing how access is restricted and enforced depending on user profile would be needed. Because the Courts systems talk to other systems hosted at the County and at Siemens, it would be important to include this in the security plan. The plan should also address the mechanics of extending access to other users and other systems.

4. Backup and Recovery Strategy

Our most important asset is our data and it is important that Court maintain the integrity of its data at all times. One of the current challenges is backing up Courts systems and data often enough and within reasonable time frames. Backup and the corresponding recovery procedures under the Citrix environment are essential.

5. Performance Baseline

The Court will need some guidelines on what parameters e.g. network usage, memory consumption, cpu utilization and disk space utilization ought to be to achieve optimum performance in the Citrix environment and what margin of usage should be available for expansion. It would be good to have a low and high ceiling for these parameters.

During the pilot, Court should make a point of stressing the system to go beyond the acceptable thresholds so Court can see the margin of tolerance and at the same time determine the corrective actions we can take to “de-stress” the system.

The pilot should run through at least two complete maintenance cycles where Court can observe the system from a cold start, a run for a few days, an application of system patches, a shutdown and a reboot.

6. Knowledge Transfer and Turnover

Court staff should be trained in both administering and extending the Citrix environment through formal and on-the-job training. Deliverables include:

1. System Documentation
2. Administration and User Manuals
3. Training Classes
4. Apprenticeship

4.3 Acceptance of Goods and Service

Prior to commencement of work, the vendor shall provide detailed test procedures to the Court for review and approval. Upon the Court’s review and approval of the test procedures, such procedures shall be considered the “Acceptance Criteria” for this project.

Acceptance by the Court is required for each phase of the project. Acceptance shall not be deemed to occur for a each phase of the project and no fees or other charges will be paid by the Court until the Court confirms in writing that the work provided has been meet the requirements of the Acceptance Criteria and is accepted by the Court. If the Court determines that the work fails to conform to and perform in accordance with the Acceptance Criteria or otherwise fails to perform in accordance with the requirements of this RFP and specifications, the Court shall send to the vendor a written statement of the errors or discrepancies found. The Court will have the option to cancel that portion of the contract,

which relates to the unaccepted work or require the vendor to promptly modify the unaccepted work at no expense to the Court and repeat the acceptance process. The Court's option will remain in effect until all work has been accepted by the Court in writing.

4.4 Invoicing and Payment

The vendor shall invoice and the Court shall make payment to the vendor pursuant to the Invoicing and Payment provisions of the General Conditions (see Section V).

End of Section IV

V. GENERAL CONDITIONS

The General Conditions set forth below shall be incorporated into a final agreement between the selected vendor and the Court.

1. Definitions

The terms provided below and elsewhere throughout the Contract shall apply to the Contract as defined.

- A. “**Amendment**” means a written document issued by the Court and signed by the Contractor and the Court which modifies the Contract and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in schedule; and/or (4) a change to the Contract terms.
- B. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, business, and other data and information relating to the Court’s business, the Court’s employees, agents, or constituents, or any other state or governmental agency or entity, in any form or format, that is made available to Contractor in order to carry out the Contract or which becomes available to Contractor in carrying out this Contract. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Contract; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- C. “**Contract**” means the entire integrated agreement, including all documents and exhibits incorporated therein, and any Amendments thereto, signed by the Court and the Contractor. The term “Contract” may be used interchangeably with the term “**Agreement**”.
- D. “**Contract Amount**” means the not-to-exceed amount established for this Contract for any payment by the Court to the Contractor for performance of Work in accordance with the Contract.
- E. “**Contractor**” means the individual, association, partnership, firm, company, consultant, sole proprietor, corporation, affiliate, or combination thereof, including joint ventures, contracting with the Court to perform the Work.
- F. “**Court**” means the Superior Court of California, County of Alameda. The Court is a party to this Contract.

- G. **“Court Representatives”** shall mean those individuals designated for specific types of communications as set forth in the Contract or any Notice associated with this Contract. Court Representatives shall include those individuals designated to perform management, technical, and/or administrative functions pursuant to this Contract. All communications with the Court shall be through such individuals.
- H. **“Day” or “day”** means calendar day, unless otherwise specified.
- I. **“Deliverable(s)”** means one or more items, if specified in the Contract, that the Contractor shall complete and deliver or submit to the Court.
- J. **“Force Majeure”** means a delay or failure of performance due to fire, flood, earthquake, elements of nature, war, terrorism, civil disorders, governmental orders, or any other causes beyond the reasonable control of the affected party which could not have been prevented by reasonable precautions.
- K. **“Key Personnel”** refers to the Contractor’s personnel named in this Contract or, if this Contract is as a result of a Request for Proposal or Bid award, named in the RFP whom the Contractor has identified and the Court has approved to perform the Work of this Contract.
- L. **“Notice”** means a written document initiated by the authorized representative of either party to this Contract and given by:
 - i. Depositing in the U. S. Mail (or commercial express mail) prepaid to the address of the appropriate authorized representative of the other party, which Notice shall be effective upon date of receipt; or
 - ii. Hand-delivery to the other party’s authorized representative, which Notice shall be effective on the date of delivery.
- M. **“Stop Work Order”** means the Notice, delivered in accordance with this Contract, by which the Court may require the Contractor to stop all, or any part of, the Work of this Contract, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work Order provision of this Exhibit A.
- N. **“Third Party”** means any individual, partnership, corporation, or any other entity, or combination thereof, which is not a party to this Contract.
- O. **“Subcontractor”** means an individual, partnership, corporation, or any other entity having a contract, purchase order, or other agreement with the Contractor, or with any subcontractor of any tier, for the performance of any part of this Contract. Unless otherwise expressly stated, the term Subcontractor includes all subcontractors and suppliers at every level and/or tier.

- P. **“Task(s)”** means one or more functions, as specified in the Contract, to be performed by the Contractor.
- Q. **“Work”** means any or all services, Deliverables, equipment, supplies, materials, Tasks, and any other items or activities necessary for the performance and completion of Contractor’s obligations in compliance with the requirements of the Contract.

2. Scope of Work

Contractor shall perform and complete all Work described in the Statement of Work, and elsewhere in this Contract in compliance with the requirements of this Contract.

3. Incorporation of RFP

If this Contract is as a result of a Request for Proposal or Bid award, the Court may elect to incorporate the Request for Proposal specifications, terms, conditions, exhibits, addenda, and Contractor’s proposal into this Contract.

4. Contract Extension

By mutual agreement, this Contract may be extended for additional terms at agreed upon prices with all other terms and conditions remaining the same. Such extension and price changes must be reflected in an Amendment.

5. Acceptance of the Work

Contractor shall perform all Work due under the Contract in accordance with the Contract requirements and schedule. If the Project Manager determines that any of the Work is unsatisfactory, Contractor shall promptly correct any problems identified by the Project Manager, to the satisfaction of the Project Manager, at no additional cost to the Court. The Court shall accept the Work at such time as the Project Manager determines the Work meets the Contract requirements.

6. Consideration

The consideration to be paid to the Contractor under this Contract shall be the total compensation for all Work under this Contract, including all of the Contractor's expenses incurred in the performance of this Contract, such as travel and per diem expenses, unless otherwise expressly provided.

7. Invoicing and Payment

- A. The Contractor shall submit an invoice for the Work performed within thirty (30) days of completion and acceptance. After receipt of invoice, the Court will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The Court will make payment in arrears after receipt of Contractor's properly completed invoice. Invoices shall clearly indicate:
 - i) The Contract number;
 - ii) A unique invoice number;
 - iii) The Contractor's name and address;
 - iv) Taxpayer identification number
 - v) Description of the completed and accepted Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
 - vi) The contractual charges, and
 - vii) Preferred remittance address, if different from the mailing address.
- C. Contractor shall submit one (1) original and two (2) copies of invoices to:

Superior Court of California, County of Alameda
Attention: 1225 Fallon Street, Room 210
Oakland, CA 94612
- D. Please note that invoices or vouchers not on printed bill heads shall be signed by Contractor or the person furnishing the supplies or services.
- E. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the PO.

8. Payment Does Not Imply Acceptance of Work

The granting of any payment by the Court as provided in under this Contract, shall in no way lessen the liability of Contractor to replace unsatisfactory Work or equipment, even if the unsatisfactory character of such Work or equipment may not have been apparent or detected at the time such payment was made. Work, equipment, components, or workmanship that do not conform to Exhibit D, Statement of Work, shall be rejected and shall be replaced by the Contractor without delay.

9. Taxes

The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The Court will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract.

10. Administration

- A. Court's Project Manager: Prior to commencement of Work, the Court shall designate a Project Manager for this Contract. The Project Manager shall be responsible for on-going management of the Contract and shall be the main point of contact for Contractor. The Project Manager's responsibilities may include, but are not limited to, contract administration and review and acceptance of Deliverables. The term "Project Manager" as used in this Contract shall refer to the Court's Project Manager unless otherwise specified.
- B. Contractor's Project Manager: Prior to commencement of Work, the Contractor shall designate in writing a Project Manager for this Contract. Contractor's Project Manager shall have the authority to act for and bind the Contractor in all aspects of the Contract. Contractor's Project Manager shall be the Court's authorized point of contact for all communications and shall be responsible for Contractor's adherence to the Contract requirements and administration of the Contract.
- C. Notices: The Contractor and Court shall submit all Notices to the designated representatives of the other party.

11. Confidentiality

- A. Both the Court and the Contractor acknowledge and agree that in the course of performing the Work under this Contract, the Court may disclose Confidential Information to the Contractor. The Contractor agrees not to disclose the Confidential Information to any Third Party and to safeguard it with at least the same degree of care, but no less than a reasonable degree of care, as it would its own Confidential Information. The Contractor may disclose the Court's Confidential Information on a "need to know" basis to the Contractor's employees, agents, and Subcontractors, and, as directed by the Court's Project Manager, employees, agents, and contractors of the Court who are working on the Project. The Contractor shall require that its employees, agents and Subcontractors comply with the confidentiality restrictions of this Contract. Prior to obtaining access to Confidential Information under this Contract, all such employees, agents and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.

- B. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose other than the performance of this Contract. In the event of an unauthorized disclosure or loss of Confidential Information, the Contractor shall immediately notify the Court in writing.

12. Defenses and Indemnification

- A. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the Court and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the Court or its agents, officers and employees.
- B. Contractor's obligation to defend, indemnify and hold the Court and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

13. Changes and Amendments

A. Amendments

No modification or change to this Contract shall be valid unless signed by the parties as an Amendment. An oral understanding or agreement that is not incorporated in an Amendment shall not be binding on any of the parties.

B. Changes In Work

- i. The Court reserves the right to require Contractor to make changes in the Work which shall include additional Work, deletions of Work, modifications to the Work, or changes in the timing or level of effort for the Work.
- ii. For any change proposed by the Court or Contractor, Contractor shall submit in writing: (i) a description of the proposed change and the reasons for the change; (ii) the total compensation to be paid Contractor with a breakdown of tasks and compensation, including any reduction in

costs resulting from the change; and (iii) the expected impact on schedule.

- iii. Contractor shall not proceed with any change prior to receipt of a written directive or an Amendment issued by the Court. All costs for changes performed by Contractor without the Court's prior written approval shall be at the Contractor's sole risk and expense.
- iv. If the Court and Contractor reach agreement on a change, the agreement shall be set forth in an Amendment.
- v. If the parties do not agree on the terms of a change, Contractor shall proceed diligently with all Work including any changes directed by the Court and any continuing disagreement shall be handled pursuant to the Dispute Resolution provisions of this Contract.

14. Stop Work Order

- A. The Court may, at any time, by Notice of a Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the Work of this Contract, for a period up to ninety (90) Days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Court shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in the termination provisions of this Contract.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The Court shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Contract shall be modified, in writing, accordingly, if:
 - i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and

- ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the Court decides the facts justify the action, the Court may receive and act upon a proposal submitted at any time before final payment under this Contract.
 - C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, the Court shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
 - D. The Court shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.
15. Subcontracting
- Contractor shall not subcontract Work without the written consent of the Court. All Subcontractors must be approved in writing by the Court. If requested by the Court, the Contractor shall provide documentation that the proposed Subcontractor is experienced and able to perform the portion of the Work to be subcontracted. The Contractor shall require Subcontractors to comply with the provisions of this Contract. A Subcontractor shall not be substituted without the prior written consent of the Court. The Court's approval of subcontracts shall in no way relieve the Contractor of any of its responsibilities and obligations under this Contract.
16. Contractor's Personnel Requirements
- Contractor shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the Work.
17. Personnel Replacement
- A. If at any time during the Contract period, the Court finds the performance of any of the Contractor's personnel to be unsatisfactory, upon written Notice from the Court, Contractor shall promptly provide replacement personnel possessing equivalent or greater experience and skills who are acceptable to the Court's Project Manager.
 - B. The Contractor shall endeavor to retain the same individuals named as Key Personnel during the performance of Work and shall make them available to the Court for performance of the Work under this Contract. If any of Contractor's Key Personnel become unavailable in spite of efforts by Contractor, Contractor shall immediately provide replacement personnel who possess equivalent or greater experience and skills and who are acceptable to the Court's Project Manager.

- C. The Contractor shall be responsible for costs associated with replacing personnel, including the additional costs to familiarize replacement personnel with the Work. If the Contractor does not furnish replacement personnel acceptable to the Court's Project Manager under this provision, the Court may terminate this Contract for cause.

18. Background Checks

If Contractor assigns persons (whether employees, independent contractors, Subcontractors, or agents) to perform work under this Contract that requires that the person have access to the Court's systems (whether on-site or by remote access), the Court shall have the right, but not the obligation, to conduct a background check, as permitted by law, on all such persons before the Court will grant to such persons access to the Court's premises or systems. Contractor will cooperate with the Court in performing such background check, and will promptly notify the Court of any such person refusing to undergo such background check, and will reassign such person to another area satisfactory to the Court. Contractor shall obtain all releases, waivers, or permissions required for the release of such information to the Court.

19. Warranty For Services

The Contractor shall perform all Work with the degree of skill and care that is required by current, good and sound professional standards and practices used in well-managed operations performing similar work. Contractor shall perform and complete the Work in compliance with the requirements of this Contract, including any performance criteria. The Work shall be fit and correct for the use intended under this Contract. All warranties and representations, including any special warranties specified elsewhere herein, shall inure to the Court, its successors, assigns, customer agencies, and other recipients of the Work provided under this Contract.

20. Ownership of Results

- A. All copyrights and rights in the Work produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to the Court.
- B. Any interest of the Contractor in data, in any form, or other documents prepared by the Contractor for performance of services under this Contract shall become the property of the Court. Upon the Court's written request, the Contractor shall provide the Court with all such data and documents within thirty (30) days of the request.

21. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles (GAAP).

22. Audit Rights and Retention of Records

- A. The Contractor shall permit authorized representatives of the Court and/or its designee at any reasonable time to inspect, copy, or audit any and all records and documentation related to the performance of the Contract, including records related to billings and other financial records. The Contractor shall allow the auditor(s) access to such records during normal business hours and shall allow the auditor(s) to interview any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the Court to audit records and interview staff in any subcontract related to performance of this Contract. The Court shall have a right to audit under this provision for a period in accordance with state and federal law, but in no event less than four (4) years after the date of final payment or until after final audit has been resolved, whichever is later.
- B. The Contractor shall maintain all records and documentation related to the performance of this Contract, including records related to billings and other financial records, for a period in accordance with state and federal law, but in no event less than four (4) years after the date of final payment or until after final audit has been resolved, whichever is later. The Contractor shall adequately protect all records against fire or other damage.

23. Warranty

Contractor shall warrant against defects any equipment it provides to the Court and will replace or repair any items that fail to operate properly during normal conditions and use for one year from the date of installation. This warranty does not include any damage to equipment due to vandalism or theft. After the first year, and as long as this agreement is in effect, Contractor will repair or replace any equipment needed for a fee to the Court that will not exceed actual cost to the Contractor.

24. Status of Contractor

- A. All acts of Contractor and its officers, employees, agents, representatives, Subcontractors and all others acting on behalf of Contractor relating to the performance of this Contract, shall be performed as independent contractors and not as agents, officers or employees of Court. Contractor, by virtue of this Contract, has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in the Statement of Work, the Contractor has no authority or responsibility to exercise any rights or power vested in the Court.

No agent, officer or employee of the Court is to be considered an employee of Contractor. It is understood by both Contractor and Court that this Contract shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

- B. At all times during the term of this Contract, the Contractor and its officers, employees, agents, representatives or Subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of Court.
- C. The Contractor shall determine the method, details and means of performing the Work to be provided by Contractor under this Contract. The Contractor shall be responsible to the Court only for the requirements and results specified in this Contract and, except as expressly provided in this Contract, shall not be subjected to the Court's control with respect to the physical action or activities of the Contractor in fulfillment of this Contract. The Contractor has control over the manner and means of performing the Work under this Agreement. Contractor is permitted to provide services to others during the same period service are provided to the Court under this Contract. If necessary, the Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Contract.
- D. If in the performance of this Contract any third persons are employed by the Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of the Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- E. It is further understood and agreed that the Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of the Contractor's assigned personnel under the terms and conditions of this Agreement.
- F. As an independent contractor, the Contractor hereby indemnifies and holds the Court harmless from any and all claims that may be made against the Court based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

25. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the Court without prior review and written permission by the Court.

26. Assignment

The Contractor shall not assign this Contract, either in whole or in part, without the prior consent of the Court in the form of an Amendment. This Contract shall be binding upon and inure to the benefit of successors and assigns of the parties.

27. Time of Essence

Time is of the essence in this Contract.

28. Insurance

Contractor shall maintain adequate liability insurance covering its employees for injury, accident, or death while on the job for the duration of the Agreement. Contractor shall maintain \$1,000,000.00 liability insurance and shall name the Court and the County as additionally insured. Contractor shall maintain adequate Workers' Compensation and liability insurance covering the employees on the job for the duration of this Agreement. If this Contract is as a result of a Request for Proposal or Bid award, Contractor shall maintain additional insurance and purchase required bonds, as set forth in the solicitation documents.

29. Termination

A. Termination for Cause

The Court may terminate this Contract in whole or in part for cause upon Notice if the Contractor defaults in the performance of any of its obligations under this Contract and does not cure such default within ten (10) Days of receipt of a Notice of default from the Court. Grounds for termination for cause include, but are not limited to: (i) Contractor fails to perform the Work or any portion thereof with sufficient diligence to meet the requirements of the Contract, (ii) Contractor fails or is unable to perform the Work in accordance with the Contract for any reason other than a Force Majeure event, or (iii) Contractor is otherwise in material breach of the Contract. The Court may terminate immediately if Contractor is insolvent, becomes the subject of a voluntary or involuntary bankruptcy filing, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of Contractor's insolvency.

Contractor shall be entitled to payment only for the value of the Work that has been satisfactorily completed prior to termination that is of benefit to the Court. Contractor shall not be entitled to any payment for anticipated profits or overhead on uncompleted portions of the Work. The Court reserves the right to offset the costs incurred by the Court as a result of Contractor's default against any amounts owed the Contractor.

In addition to any other rights and remedies the Court may have by reason of default or breach by Contractor, the Contractor shall be liable for costs or damages incurred by the Court to complete and/or correct the Work. The Court may complete and/or correct the Work by any reasonable method it deems appropriate.

If it is determined that the Contractor was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for convenience by the Court.

The rights and remedies of the Court under this provision are in addition to any other rights and remedies provided by law or under this Contract.

B. Termination For Convenience

The Court may terminate this Contract for convenience in whole or in part at any time by giving the Contractor Notice at least ten (10) Days before the effective date of such termination.

The Court shall pay the Contractor for Work satisfactorily performed prior to termination, not to exceed the Contract Amount. Contractor shall not be entitled to any payment for anticipated profits or overhead on uncompleted portions of the Work. Contractor shall submit a termination statement within thirty (30) Days of the effective date of such termination, with a complete breakdown of all such costs.

C. Termination for Non-Appropriation of Funds

Funding for this Contract is conditioned upon appropriation by the California Legislature of sufficient funds to support the activities described in this Contract. Without prejudice to any right or remedy of the Court, the Court may terminate this Contract for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited prior to the expiration or other termination of this Contract, the Court may terminate this Contract in whole or in part by Notice to Contractor. Such termination shall be in addition to the Court's rights to terminate for convenience or cause.

The Court shall pay the Contractor for Work satisfactorily performed prior to the termination, not to exceed the Contract Amount. Contractor shall not be entitled to any payment for anticipated profits or overhead on uncompleted portions of the Work. The Contractor shall be released from any obligation to provide further Work of the kind affected by the termination.

D. Effect of Termination

Upon expiration or termination of any kind, the Court shall have the right to take possession of any materials, equipment, Deliverables and other Work including partially completed Work, and any other materials or work product hereunder. The Contractor hereby assigns and agrees to assign all of the Contractor's right, title and interest in and to such Work and related materials and work product, and any and all intellectual property rights therein or thereto.

Upon termination of any kind, the Court may withhold from payment any sum that the Court determines to be owed to the Court by Contractor or that the Court determines to be necessary to protect the Court against loss because of outstanding liens or claims of former lien holders.

Unless the Court directs otherwise, promptly upon termination of any kind, the Contractor shall: (i) stop performing the Work as of the effective date of such termination; (ii) place no further orders or subcontracts for the performance of the Work; (iii) cooperate in good faith with the Court, and as the Court directs, cancel or assign to the Court any orders or subcontracts in place with the Contractor which relate to the Contractor's performance of its obligations hereunder; (iv) take such action as may be necessary or as directed by the Court to preserve and protect any Work, including work products and any property related to this Contract in the possession of the Contractor in which the Court has an interest; (v) continue performance under this Contract of any Work not terminated; and (vi) take any other steps required by the Court.

Termination of this Contract shall not affect the right and obligations of the parties which arose prior to any such termination (unless otherwise expressly provided herein) and such rights and obligations shall survive any termination. The Court shall incur no liability for termination except as provided under this provision.

If this Contract is as a result of a Request for Proposal or Bid award, the Court reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if this Contract is terminated for cause and if it is determined to be in the Court's best interest to do so.

30. Visit to Work Site

Contractor shall make arrangements with the Court to visit the work site. Contractor is responsible to inform itself fully and shall assume the risk as to the physical conditions at the worksite, including as applicable: (1) the availability, location, and extent of construction and storage areas and other facilities or structures above and below ground, including but not limited to, gas, water, sewer, electrical and communication utilities;(2) necessary safety precautions and safeguards; (3) work to be performed by Contractor or

others; and (4) rules, regulation and requirement to be observed by Contractor in the conduct of the work. LACK OF KNOWLEDGE OF EXISTING CONDITIONS WILL NOT BE ACCEPTED AS AN EXCUSE FOR FAILURE TO PERFORM THE SPECIFIED WORK, NOR SHALL SUCH EXCUSE BE ACCEPTED AS A BASIS FOR CLAIMS OR ADDITIONAL COMPENSATION.

31. Protection of Utilities

Contractor shall protect from damage public and private utilities encountered during the Work of this Contract. Prior to beginning work, the Contractor shall give proper notification to the agencies that have utilities in place, and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and structures.

32. Regulations and Safe Conduct of Work

Contractor shall maintain the work site and perform the work in a manner that meets all legal requirements for the provision of a safe workplace. Contractor shall ensure that all work is performed in a safe and satisfactory manner, and that all work conforms to all regulatory and industry standards. Further, Contractor shall comply with safety standards and provisions of applicable laws, building and construction codes, and safety regulations issued by the California Department of Industrial Relations.

33. Risk of Loss or Damage to Work

Until the Work is completed and accepted by the Court, the risk of loss or damage to the Work shall remain with Contractor. No damages or extras will be allowed for unforeseen difficulties or obstructions.

34. Liens

Contractor shall discharge at once, and hold the Court harmless from, liens or stop notices that may be filed in connection with the Work. The Court may withhold payment of funds from Contractor in an amount sufficient to discharge delinquent accounts of Contractor or any of Contractor's Subcontractors for which liens on the Court's property have been or can be filed or for which stop notices have been or can be filed. Contractor must furnish unconditional lien releases to the Court.

35. Prevailing Wage Clause

As may be applicable, Contractor shall comply with all requirements of the Davis Bacon Act and all Related Acts (40 USC 276a; 29 CFR 1,3,5,6 and 7).

The Davis-Bacon and related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction,

alteration, or repair (including painting and decorating) of public buildings or public works.

The Act requires that all contractors and subcontractors performing on federal contracts (and contractor and subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000.00 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits (as determined by the Labor) for corresponding classes of laborers and mechanics employed on similar projects in the area.

Apprentices and trainees may be employed at less than predetermined rates. Apprentices must be employed to an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees must be employed pursuant to a training program certified by the Department.

Contractors and subcontractors on prime contracts in excess of \$ 1000,000 are also required, pursuant to the Contract Work Hours and Safety Standard Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek.

Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

36. Permits, Laws, and Regulations

Contractor shall observe and comply with all applicable laws, rules, and regulations affecting the Work under this Contract. Contractor shall obtain and keep in full force and effect during the term of this Contract all permits and licenses necessary to accomplish the Work contemplated in this Contract.

37. Dispute Resolution

Any dispute arising under the terms of this Contract that is not resolved within twenty (20) business days by the Contractor and Court representatives normally responsible for administration of this Contract shall, by Notice of either party, be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for resolution. The parties agree that all disputes arising out of or relating to this Contract that are not resolved within twenty (20) business days of submittal to the Chief Executive Officers (or designated representatives) shall be submitted to mediation prior to any party initiating an action in court. All fees associated with the mediation shall be borne equally by the parties and each party shall be responsible for its own attorney fees and costs. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

38. Force Majeure

Neither party shall be liable to the other for any delay or failure to perform if such delay or failure is caused by a Force Majeure event. The party claiming the Force Majeure event shall immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event and its expected impact on schedule. The Contractor shall not have the right to additional payment for costs incurred as a result of a Force Majeure event.

39. Covenant Against Gratuities

The Contractor represents by signing this Contract that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the Court with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this representation, the Court has the right to terminate the Contract for cause, either in whole or in part, and any loss or damage sustained by the Court in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

40. Conflicts

The Contractor agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree, with the performance of the work and services provided under this Contract.

41. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.

- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

42. Agreement Made in California; Venue

The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Alameda County.

43. Contract Construction

Headings or captions to the provisions of this Contract are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Contract. Any ambiguity in this Contract shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Contract.

44. Severability

The provisions of this Contract shall be effective in all cases unless otherwise prohibited by applicable state or federal law. The provisions of this Contract are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Contract shall not effect the validity of the remainder of this Contract.

45. Waiver of Rights

Any action or inaction by the Court or failure of the Court on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the

Court of its rights under the Contract and will not prevent the Court from enforcing such provisions or rights on any future occasion.

46. Survival

Terms which shall survive any termination or expiration of this Contract include, but are not limited to, Indemnification, Warranties, Confidentiality, Audit Rights and Retention of Records, and Assignment.

47. Signature Authority

The parties signing this Contract certify that they have proper authorization to do so.

48. Entire Agreement

This Contract constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof.

End of General Conditions

**EXHIBIT A
VENDOR CERTIFICATION FORM**

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal.

I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Signature

Printed Name

Title

Date

VENDOR CERTIFICATION FORM (CONTINUED)

**List of all Contracts with Government or Commercial Customers
during the Five Years preceding Submission of this Proposal**

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL NO. 0002/SC/05
SPECIFICATIONS, TERMS & CONDITIONS
For
Citrix Architecture**

EXHIBIT B

**BID FORM
BUDGET AND COST ESTIMATES**

Vendor’s cost proposal shall be submitted as Exhibit B. The vendor may provide additional detail and supporting information if required in the solicitation document.

DESCRIPTION	Based on costs required to perform the services required in this RFP, quote costs below.	
Citrix Architecture		
TOTAL PROJECT NOT TO EXCEED COST		

Additional Information:

End of Exhibit B

**SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS**

INDEMNITY:

The Contractor shall indemnify, defend, and hold harmless the Superior Court of California, County of Alameda, (hereinafter "Court"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connections with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, jury or damage caused by the sole negligence or willful misconduct of personnel employed by the Court. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Court. The Contractor shall reimburse the Court for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the Court under this Agreement.

INSURANCE

Without limiting the Contractor's indemnification of the Court, the Contractor shall provide and maintain at its own expense, during the term of any contract that may result from this RFP, or as may be further required herein, the following insurance coverage and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The Court's Special Endorsement form shall accompany the certificate. Individual endorsements executed by the insurance carrier may be substituted for the Court's Special Endorsement form if they provide the coverage as required. In addition, the Contractor upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the requesting Court department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Court. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A V, according to the current Best's Key rating Guide or a company of equal financial stability that is approved by the Court.

C. Insurance Required

1. Commercial Liability Insurance – for bodily injury (including death) and property damage, which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Product/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

D. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Contractual liability, expressly including liability assumed under this Agreement
- d. Personal Injury liability
- e. Owners' and Contractors' Protective liability
- f. Sever ability of Interest

E. General liability coverage shall include the following endorsements, copies of which shall be provided to the Court:

- a. Additional Insured Endorsement:
Insurance afforded by this policy shall also apply to the Court and the officers, agents and employees of the Court, individually and collectively, as additional insured. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).
- b. Primary Insurance Endorsement:
Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the Court, its officers, agents, and employees shall be access only and not contributing with insurance provided under this policy.
- c. Notice of Cancellations or Change of Coverage Endorsement:
Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified Court insurance requirement without 39 days' prior written notice of such cancellation or change being delivered to the Court.

- d. Contractual Liability Endorsement:
Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the Court.
- F. Automobile Liability Insurance
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
- G. Workers' Compensation and Employer's Liability Insurance
 - a. Statutory California Workers' Compensation coverage including broad form all-states coverage
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.
 - c. Coverage under the United States Longshoremen's and Harbor Worker's Act shall be provided when applicable.
- H. Professional Errors and Omissions Liability Insurance
 - a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
 - b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars (\$25,000) per occurrence/event.
- I. Claims Made Coverage
If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:
 - a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - b. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insured.
 - c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement of Permit.
 - d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
- J. Special Provisions
The following provisions shall apply to this Agreement:
 - a. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the Court for its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

- b. The court acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the Court upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- c. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any aforementioned overages, or Contractor may insure subcontractors under its own policies.
- d. The Court reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above

End of Exhibit C

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL NO. 0002/SC/05
SPECIFICATIONS, TERMS & CONDITIONS
For
Citrix Architecture

EXHIBIT D-1
CURRENT REFERENCES

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
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EXHIBIT D-2
FORMER REFERENCES

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL NO. 0002/SC/05
SPECIFICATIONS, TERMS & CONDITIONS
For
Citrix Architecture**

EXHIBIT E – VENDOR EXCEPTIONS

Vendor must list below any and all exceptions to the solicitation document, if any, and submit this Exhibit with the vendor's proposal.

The Court is under no obligation to accept any exceptions and such exceptions may be a basis for disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Name of Contractor: